## 苏黎世中国董事、高级管理人员和公司责任险 2009 版附加财产损失和身体伤害除外条款

双方理解并同意主险条款第9.4条以以下内容替换,原第9.4条内容不再适用:

## 财产损失和人身伤害

有关**财产损失**和(或)**人身伤害**的**索赔或调查**;但前提是,有关**人身伤害**的除外责任不适用于:(a) 被保险个人发生的抗辩费用,包括为公司过失杀人诉讼而发生的抗辩费用;(b) 证券类索赔;或(c) 与雇佣行为索赔相关的心理或精神损害;(d) 本保单保险条款 1.1 对被保险个人的保险责任。

本附加条款与主险条款相抵触之处,以本附加条款为准,本保险合同的所有其他条款、条件和限制维持不变。

## Property Damages and Bodily Injury Exclusion

It is hereby understood and agreed that 9.4 is deleted in its entirety and replaced by following:

## Property Damages and Bodily Injury

for **Property Damage** and/or **Bodily Injury**; provided, further, however, that the exclusion for **Bodily Injury** shall not apply to: (a) **Defence Costs** incurred by an **Insured Person**, including **Defence Costs** incurred in connection with a **Corporate Manslaughter Proceeding**; (b) a **Securities Claim**; or (c) mental or emotional distress in connection with an **Employment Claim**; (d) coverage afforded under insuring clause 1.1.

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS REMAIN UNCHANGED.